

December 6, 2012

Dear Prospective Quoter:

The U.S. Government is interested in entering into an agreement for Taxi/Transportation services.

If you would like to submit a quotation, complete the required portions of the attached document, and submit it in a sealed envelope for my attention, U.S. Embassy, 91 Queen Sophia Avenue, 101 60 ATHENS or electronically to the email address: [Athensoffers@state.gov](mailto:Athensoffers@state.gov)

The U.S. Government intends to sign an agreement with the responsible company(ies) submitting an acceptable quotation at the lowest price. We intend to sign an agreement(s) based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

In order for a quotation to be considered, you must also complete and submit the following:

1. Pricing;
2. Project manager;
3. **Experience and Past Performance** – List of clients, address and telephone numbers your company has serviced over the past two years for the same or similar work.

Questions regarding this solicitation shall be submitted to Ms. Kelly Georgopoulou, no later than 14:00 hours, December 12, 2012. Questions may be faxed to 210-722-7255 during regular business hours.

Quotations are due **by December 19, 2012, no later than 14.00 hours.**

Sincerely,

Jami Papa  
Contracting Officer

[Enclosure](#)

ORDER FOR SUPPLIES OR SERVICES					PAGE	OF	PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.					1		15
1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:			
3. ORDER NO.		4. REQUISITION/REFERENCE NO. PR		a. NAME OF CONSIGNEE			
				b. STREET ADDRESS			
				c. CITY	d. STATE	e. ZIP CODE	
7. TO:				f. SHIP VIA			
a. NAME OF CONTRACTOR				8. TYPE OF ORDER			
b. COMPANY NAME				[ ] a. PURCHASE REF YOUR: _____ Please furnish the following on And conditions specified on both This order and on the attached Any, including delivery as		[ ] b. DELIVERY -- Except for billing instructions on the delivery order is subject to contained on this side only of this and is issued subject to the terms conditions of the above-	
c. STREET ADDRESS							
d. CITY	e. STATE	f. ZIP CODE					
9. ACCOUNTING AND APPROPRIATION DATA <b>Funds will be obligated at the time an order is placed.</b>				10. REQUISITIONING OFFICE			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED	
12. F.O.B. POINT <b>Destination</b>		14. GOVERNMENT B/L NO. <b>N/A</b>		15. DELIVER TO F.O.B. POINT ON OR BEFORE <b>Indefinite</b>		16. DISCOUNT TERMS <b>Net 30</b>	
13. PLACE OF							
a. INSPECTION <b>See Block 6</b>	b. ACCEPTANCE <b>See Block 6</b>						
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)		QUANTIT Y ORDERED	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Blanket Purchase Agreement for Taxi/Transportation Services  See attached terms and conditions and FAR/DOSAR Clauses						
SEE BILLING INSTRUCTIO ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT.  ◀ (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME						17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)						
c. CITY		d. STATE	e. ZIP CODE				
22. UNITED STATES OF AMERICA BY (Signature) ▶				23. NAME (Typed) <b>Jami Papa</b> TITLE: CONTRACTING/ORDERING OFFICER			

**1. BPA Number \_\_\_\_\_ (to be inserted after award)**

The American Embassy Athens invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of:

Taxi/Transportation services within Attica area

**2. Expiration Date:**

BPA expires on February 28, 2014.

**3. Embassy Estimate:**

The Embassy estimates that the volume of purchases through this agreement will not exceed Euros 30,000.

**4. Pricing:**

Description	Fare – in Euros
Minimum fare (Athens)	
Night tariff (24.00 hours – 05.00 hours)	
Waiting time – Per Hour	
From and to Airport	
Rate per km within city limits	
From ports, railway stations and bus terminals	

**NOTE TO OFFERORS:**

Please indicate below either the Discount or Rebate offered. Please indicate how the discount or volume rebate is applied. If you offer a different pricing structure describe in detail in 3. Other.

1. Discount: \_\_\_\_\_

2. Rebate: \_\_\_\_\_

3. Other: \_\_\_\_\_

For purposes of the evaluation, the contractor must provide the following indicative pricing proposal:

Description	Fare – in Euros
Down town to airport	
Down town to Kifissia	
Down town to Psychico	
Down town to Port of Piraeus	
Down town to Filothei	
Down town to Papagou	

## **5. BPA Administrator:**

The BPA Administrator will insure that the BPA Holder meets all terms, specifications and conditions of this agreement and will approve invoices for payment.

The BPA administrator is the Motorpool Supervisor, GSO.

## **6. Terms and Conditions:**

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed Euros 250.00 or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed \$150,000 or the equivalent in local currency.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

## **7. Authorized Employees**

All Embassy employees are authorized to place orders 24/7 under this agreement.

## **8. Delivery Tickets**

All shipments/deliveries shall be accompanied by a delivery ticket or sales slip including the following information:

- Name of BPA holder
- BPA number
- Taxi Plate Number
- Name of Taxi Driver
- Date of service
- Origin/Destination
- Charge/Fare
- Name of the authorized employee or passenger who placed the order and signature

## **9. Invoices**

The BPA Holder shall submit a summary invoice at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period. The invoice shall identify the delivery tickets covered therein, stating the total value, and supported by signed copies of the taxi service coupons.

## **10. FAR and DOSAR Clauses:**

The FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

**11. Acceptance:**

You are requested to acknowledge acceptance of this BPA, including its terms, conditions, and clauses, by signing and returning a copy to: American Embassy Athens, 91 Vas. Sofias avenue

**BPA Accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Typed/Printed Name and Title of Signer)

Please indicate the remittance or check mailing address in the space provided below if different from the address to which this agreement was addressed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **WORK REQUIREMENTS**

### General

The BPA Holder shall provide services for the United States Embassy in Athens, as described. This consists of provision of taxi transportation services for the U.S. Embassy within the geographic area(s) of Attica area.

### Authorized Service Requestors

Each BPA call order will list the names and phone numbers of all authorized service requestor(s) or passenger(s). Service requestors are only authorized to order service within the boundaries established in the BPA call order.

### Project Manager

The BPA holder shall designate a Project Manager who shall be the BPA Holder's point of contact. The Project Manager shall be responsible for managing the BPA holder's work under this agreement, including delegating requests to drivers with any instruction required and ensuring a smooth and effective operation. The BPA Holder's Project Manager and telephone number are:

Project Manager: \_\_\_\_\_ **(to be provided by the offeror)**

Telephone Number: \_\_\_\_\_

### Documentation of Usage – Ticket Procedures

Any purchase made pursuant to this agreement will be based on quotations obtained orally by telephone or personal contact at the time the Government's need for the service arises by an ordering official/authorized caller (as designated in paragraph 5). The authorized caller, who places the order, will provide full information of the time and location where the vehicle must be. The vendor shall provide the information of the vehicle (plate number, color and make and model of the vehicle). After the service has been provided, the driver shall fill out the ticket which must indicate the date of service, origin, destination and purpose of trip. The ticket must be signed by the embassy employee. The employee in turn will submit his copy of the ticket to the authorized caller and/or BPA Administrator.

### Replacement/Serviceing

The BPA Holder shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason within one (1) hour notice by the driver.

### Communication Equipment

The BPA Holder shall provide two-way communication equipment (such as radios, cellular phones or pagers) which will be available for use by the driver at all times during the shift.

### Dispatch Points

Dispatch points will be stated in each individual call order.

### Level of Service – Response Time

Vehicles shall be available to pick up passengers at the dispatch points listed in individual call orders within 30 minutes of a request being made by the authorized requestor.

In case there is a strike or any other unpredictable event, the BPA Holder guarantees that he will provide the service. However, he cannot guarantee the type of vehicle that will be used.

### Taxi drivers obligations

The driver should carry the passenger's luggage from the pavement to the vehicle and vice versa. He has no right to deny a ride and cannot pick up extra passengers without the passenger's permission.

### Personnel

The BPA Holder shall provide qualified drivers for work to be performed under this BPA. Drivers employed to perform services shall be experienced and competent in the performance of such services and shall possess the appropriate license and insurance. The BPA Holder shall provide the Government all information required for drivers with any security clearance, accreditation, vehicle access and licenses required to provide services under this BPA. The BPA Holder shall be responsible for any corrective action, within the scope of this BPA, which may be required by the Government as a result of ascertained poor services. The Embassy Motorpool will furnish to the passenger authorized to obtain taxi services under this BPA a "TAXI SERVICE COUPON" on which the driver and the passenger will fill in the required information such as: driver's name, name and office of the passenger, to and from destination, date, time and price of the trip. The coupon must be signed by both the driver and the passenger. Originals will be kept by the driver, and will be attached to the monthly invoice to the Embassy. Copies will be kept by the passenger and returned to the Embassy Motorpool.

### Language Standards

English Skills – Each driver must speak English and be able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics.

### Local Knowledge

Be completely familiar with the metropolitan Attica area so as to know alternate routes should primary routes be impassable or otherwise not the best alternative at any given time.

### Liability

The BPA Holder assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the BPA Holder's personnel in the performance of the services required under this agreement.

### Insurance

The BPA Holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA Holder shall procure and maintain insurance during the entire period of performance under this BPA.

### Supplies and Equipment

The BPA holder shall provide all services, vehicles, fuel, gasoline, materials, supplies, labor, trade tools, equipment, maintenance services and supervision required for performance under this contract.

### Compliance Required

The BPA Holder shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Unless otherwise directed by the Government, the BPA Holder shall comply with the more stringent of the requirements of such laws, regulations and orders. In the event of a conflict among the contract and such laws, regulations and orders, the BPA Holder shall promptly advise the Government of the conflict and of the BPA Holder's proposed course of action for resolution by the Government. The BPA Holder shall be responsible for all damages to persons or property that occur as a result of the BPA Holders' fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.



## CLAUSES FOR BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

DOSAR clauses may be accessed at:

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	FEB 2012
52.222-50	Combating trafficking in persons	FEB 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-14	Rights in Data – General (if order involves the production, furnishing, or acquiring of data)	DEC 2007
52.227-17	Rights in Data – Special Works (if order is for the compilation or production of data for the Government’s own use)	DEC 2007
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-36	Payment by Third Party (if payment will be made through the	MAY 1999

	Government-wide purchase card)	
52.233-1	Disputes Alternate I	JUL 2002 DEC 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (for services to be performed on USG installations)	APR 1984

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

#### ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—  
Commercial Items (May 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).

(2) 52.233-3, Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (11) [Reserved]

- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Mar 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (49) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
  - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
  - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
  - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
  - (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
  - (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
  - (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
  - (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.



(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR

Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

#### **DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$150,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Paragraphs b, c, d, e and f are RESERVED.	JUNE 2006
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is N/A"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999